

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; and PACIFIC MARKET INTERNATIONAL, LLC, a Washington limited liability company,

Plaintiffs,

v.

JOHN FITZGERALD BURNS, JR., an individual; BURNS KICKS LLC, a Tennessee limited liability company; CARTER JAMES GOLDEN, an individual; CARTER GOLDEN LLC, a Wisconsin limited liability company; and DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF**

**I. INTRODUCTION**



1. This case involves Defendants' unlawful and expressly prohibited sale of counterfeit Stanley-branded tumblers bearing the trademarks of Pacific Market International, LLC ("PMI"). Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon") and PMI (together with Amazon, "Plaintiffs") jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future harm to Amazon's and PMI's customers, reputations, and intellectual property ("IP"), and to hold Defendants accountable for their illegal actions.

2. Amazon.com Services LLC owns and operates the Amazon.com store (the “Amazon Store”), and Amazon’s affiliates own and operate equivalent counterpart international stores and websites. Amazon’s stores offer products and services to customers in more than 100 countries around the globe. Some of the products are sold directly by Amazon entities, while others are sold by Amazon’s numerous third-party selling partners. The Amazon brand is one of the most well-recognized, valuable, and trusted brands in the world. To protect its customers and safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources to prevent counterfeit and infringing goods from being sold in its stores. In 2023 alone, Amazon invested over \$1.2 billion and employed more than 15,000 people to protect its stores from counterfeits, fraud, and other forms of abuses.

3. PMI designs, manufactures, and markets industry-leading insulated and non-insulated drinkware and foodware that have long enjoyed a reputation for excellence and durability. PMI’s brand offerings include the ever-popular Stanley brand, which was founded in 1913 by William Stanley, Jr., an inventor seeking to create a product that would keep his coffee warm throughout the day. The solution was Stanley’s double-wall vacuum insulation, capable of maintaining hot or cold drinks at a consistent temperature for hours. The Stanley line of tumblers is designed for use both inside and outside the home, and are constructed with the utmost attention to sustainability and waste reduction. Stanley tumblers are sold online and in retail outlets throughout the United States and around the world, including in the Amazon Store.

4. PMI owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, PMI owns the following registered trademarks (the “Stanley Trademarks”).

<u>Mark</u>	<u>Registration No. (International Classes)</u>
STANLEY	4,640,026 (IC 21)

<u>Mark</u>	<u>Registration No. (International Classes)</u>
	5,846,339 (IC 21)
	6,158,569 (IC 21)

True and correct copies of the registration certificates for the Stanley Trademarks are attached as **Exhibit A.**

5. Beginning in March 2019, Defendants registered with Amazon to sell in the Amazon Store. At various times between December 2023 through May 2024, Defendants advertised, marketed, offered, distributed, and sold counterfeit Stanley-branded products in the Amazon Store, using the Stanley Trademarks, without authorization, in order to deceive customers about the authenticity and origin of their products and their products' affiliation with PMI.

6. As a result of their illegal actions, Defendants have infringed and misused PMI's IP; breached their contracts with Amazon; willfully deceived and harmed Amazon, PMI, and Plaintiffs' customers; compromised the integrity of the Amazon Store; and undermined the trust that customers place in both Amazon and PMI. Defendants' illegal actions have caused Amazon and PMI to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, PMI, and their customers.

## II. PARTIES

7. Amazon.com, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Amazon.com Services LLC is a Delaware limited liability company with its principal place of business in Seattle, Washington.

8. Pacific Market International, LLC is a Washington limited liability company with its principal place of business in Seattle, Washington.

9. Defendants are a collection of individuals and entities, both known and unknown, who conspired and operated in concert with each other to engage in the counterfeiting scheme alleged in this Complaint. Defendants are the individuals and/or entities who operated, controlled, and/or were responsible for the selling accounts detailed in **Schedule 1**, attached hereto (“Defendants’ Selling Accounts” or “Selling Accounts”). Defendants are subject to liability for their wrongful conduct both directly and under principles of secondary liability including, without limitation, *respondeat superior*, vicarious liability, and/or contributory infringement.

10. On information and belief, Defendant John Fitzgerald Burns, Jr. (“Defendant Burns”) is an individual residing in Oregon who personally participated in and/or had the right and ability to direct, supervise, and control the wrongful conduct alleged in this Complaint, and who derived a direct financial benefit from that wrongful conduct. Defendant Burns controlled and operated the Satisfying Shipping Products Selling Account. On further information and belief, Defendant Burns acted in concert with the individuals and/or entities who operated the other Selling Account listed in Schedule 1.

11. On information and belief, Defendant Burns Kicks LLC (“Defendant Burns Kicks”) is a Tennessee limited liability company that personally participated in and/or had the right and ability to direct, supervise, and control the wrongful conduct alleged in this Complaint, and that derived a direct financial benefit from that wrongful conduct. Defendant Burns Kicks controlled and operated the Satisfying Shipping Products Selling Account. On further

1 information and belief, Defendant Burns Kicks acted in concert with the individuals and/or  
2 entities who operated the other Selling Account listed in Schedule 1.

3 12. On information and belief, Defendant Carter James Golden (“Defendant Golden”)  
4 is an individual residing in Wisconsin who personally participated in and/or had the right and  
5 ability to direct, supervise, and control the wrongful conduct alleged in this Complaint, and who  
6 derived a direct financial benefit from that wrongful conduct. Defendant Golden controlled and  
7 operated the Quality Good Supply Selling Account. On further information and belief, Defendant  
8 Golden acted in concert with the individuals and/or entities who operated the other Selling  
9 Account listed in Schedule 1.

10 13. On information and belief, Defendant Carter Golden LLC (“Defendant Carter  
11 Golden LLC”) is a Wisconsin limited liability company that personally participated in and/or had  
12 the right and ability to direct, supervise, and control the wrongful conduct alleged in this  
13 Complaint, and that derived a direct financial benefit from that wrongful conduct. Defendant  
14 Carter Golden LLC controlled and operated the Quality Good Supply Selling Account. On  
15 further information and belief, Defendant Carter Golden LLC acted in concert with the  
16 individuals and/or entities who operated the other Selling Account listed in Schedule 1.

17 14. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are  
18 individuals and/or entities working in active concert with each other and the named Defendants  
19 to knowingly and willfully manufacture, import, advertise, market, offer, distribute, and sell  
20 counterfeit Stanley-branded products. The identities of the Doe Defendants are presently  
21 unknown to Plaintiffs.

### 22 **III. JURISDICTION AND VENUE**

23 15. The Court has subject matter jurisdiction over PMI’s Lanham Act claim for  
24 trademark counterfeiting and trademark infringement, and Amazon’s and PMI’s Lanham Act  
25 claims for false designation of origin, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and  
26 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim and  
27

1 Amazon's and PMI's claims for violation of the Washington Consumer Protection Act, pursuant  
2 to 28 U.S.C. §§ 1332 and 1367.

3 16. The Court has personal jurisdiction over Defendants because they transacted  
4 business and committed tortious acts within and directed to the State of Washington, and  
5 Amazon's and PMI's claims arise from those activities. Defendants affirmatively undertook to  
6 do business with Amazon, a corporation with its principal place of business in Washington, and  
7 sold in the Amazon Store products bearing counterfeit versions of the Stanley Trademarks and  
8 which otherwise infringed PMI's IP. Additionally, Defendants shipped products bearing  
9 counterfeit versions of the Stanley Trademarks to consumers in Washington. Each Defendant  
10 committed, or facilitated the commission of, tortious acts in Washington and has wrongfully  
11 caused Amazon and PMI substantial injury in Washington.

12 17. Further, named Defendants have consented to the jurisdiction of this Court by  
13 agreeing to the Amazon Services Business Solutions Agreement ("BSA"), which provides that  
14 the "Governing Courts" for claims to enjoin infringement or misuse of IP rights and claims  
15 related to the sale of counterfeit products in the Amazon Store are the state or federal courts  
16 located in King County, Washington.

17 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
18 substantial part of the events giving rise to the claims occurred in the Western District of  
19 Washington. Venue is also proper in this Court because Defendants consented to it under the  
20 BSA.

21 19. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division  
22 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving  
23 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### 24 IV. FACTS

##### 25 A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods.

26 20. Amazon works hard to build and protect the reputation of its stores as places  
27 where customers can conveniently select from a wide array of authentic goods and services at

1 competitive prices. Amazon invests vast resources to ensure that when customers make  
2 purchases in Amazon's stores—either directly from Amazon entities or from one of its millions  
3 of third-party sellers—customers receive authentic products made by the true manufacturer of  
4 those products.

5         21. A small number of bad actors seek to take advantage of the trust customers place  
6 in Amazon by attempting to create Amazon selling accounts to advertise, market, offer,  
7 distribute, and sell counterfeit products. These bad actors seek to misuse and infringe the  
8 trademarks and other IP of the true manufacturers of those products to deceive Amazon and its  
9 customers. This unlawful and expressly prohibited conduct undermines the trust that customers,  
10 sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation,  
11 thereby causing irreparable harm to Amazon.

12         22. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly  
13 innovating on behalf of its customers and working with brands, manufacturers, rights owners,  
14 and others to improve the detection and prevention of counterfeit products from ever being  
15 offered to customers in Amazon's stores. Amazon employs dedicated teams of software  
16 engineers, research scientists, program managers, and investigators to prevent counterfeits from  
17 being offered in Amazon's stores. Amazon's systems automatically and continuously scan  
18 thousands of data points to prevent, detect, and remove counterfeits from its stores and to  
19 terminate the selling accounts of bad actors before they can offer counterfeit products. When  
20 Amazon identifies issues based on this feedback, it takes action to address them. Amazon also  
21 uses this intelligence to improve its proactive prevention controls. In 2023, Amazon's proactive  
22 controls blocked more than 99% of suspected infringing listings before a brand ever had to find  
23 and report them.

24         23. In 2017, Amazon launched Brand Registry, a free service that offers rights owners  
25 an enhanced suite of tools for monitoring and reporting potential instances of infringement,  
26 regardless of their relationship with Amazon. Brand Registry delivers automated brand  
27 protections that use machine learning to predict infringement and proactively protect brands' IP.

1 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search  
2 for, identify, and report potentially infringing products using state-of-the-art image search  
3 technology.

4 24. In 2018, Amazon launched Transparency, a product serialization service that  
5 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can  
6 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,  
7 law enforcement, and customers to determine the authenticity of any Transparency-enabled  
8 product, regardless of where the product was purchased. More than 1.6 billion product units,  
9 whether sold in Amazon's stores or elsewhere in the retail supply chain, have been enrolled in  
10 Transparency, and have been authenticated as genuine through code scan verification.

11 25. In 2019, Amazon launched Project Zero, a program to empower brands to help  
12 Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit  
13 removal tool that enables brands to remove counterfeit listings directly from Amazon's stores.  
14 This enables brands to take down counterfeit product offerings on their own within minutes.  
15 Since launch, more than 25,000 brands have enrolled in Project Zero.

16 26. Amazon uses advanced technology and expert human reviewers to verify the  
17 identities of potential sellers. When prospective sellers apply to sell in Amazon's stores, they are  
18 required to provide a form of government-issued photo ID, along with other information about  
19 their business. Amazon employs advanced identity detection methods such as document forgery  
20 detection, image and video verification, and other technologies to quickly confirm the  
21 authenticity of government-issued IDs and whether such IDs match the individual applying to  
22 sell in Amazon's stores. In addition to verifying IDs, Amazon's systems analyze numerous data  
23 points, including behavior signals and connections to previously detected bad actors, to detect  
24 and prevent risks.

25 27. Similarly, throughout the selling experience in Amazon's stores, Amazon's  
26 systems monitor selling accounts to identify anomalies or changes in account information,  
27 behaviors, and other risk signals. In the event that Amazon identifies a risk of fraud or abuse, it



promptly initiates an investigation using automated and/or human review, may request additional information, and swiftly removes bad actors from its stores.

28. In addition to the measures discussed above, Amazon actively cooperates with rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of Amazon's efforts to combat counterfeits and other inauthentic products.

**B. PMI and Its Anti-Counterfeiting Efforts.**

29. PMI goes to great lengths to protect consumers from counterfeits of its products and is committed to leading efforts to combat counterfeit products. PMI utilizes both internal and external resources to combat counterfeit and infringing products. Among these resources, PMI works with third-party brand protection service vendor(s) on the detection and removal of product listings violating PMI's IP rights.

30. PMI is currently enrolled in Brand Registry and Project Zero.

**C. Defendants Created Amazon Selling Accounts, Agreed Not to Sell Counterfeit Goods, Agreed to Provide Accurate Information to Amazon, and Agreed to Reimburse Amazon for Damages Arising from Customer Refunds.**

31. Beginning in March 2019, Defendants established, controlled, and operated the two Selling Accounts detailed in Schedule 1, through which they sought to advertise, market, offer, distribute, and sell counterfeit Stanley-branded products. In connection with these Selling Accounts, Defendants provided Amazon with names, email addresses, phone numbers, bank information, and government-issued identification.

32. To become a third-party seller in the Amazon Store, sellers are required to agree to the BSA, which governs the applicant's access to and use of Amazon's services and states Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents and warrants that it "will comply with all applicable Laws in [the] performance of its obligations and exercise of its rights" under the BSA. A true and correct copy of the applicable version[s] of the BSA, namely, the version Defendants last agreed to when using Amazon's services, is attached as **Exhibit B**.

33. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit goods as “deceptive, fraudulent, or illegal activity” in violation of Amazon’s policies, reserving the right to withhold payments and terminate the selling account of any bad actor who engages in such conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold Amazon harmless against any claims or losses arising from the seller’s “actual or alleged infringement of any Intellectual Property Rights.” *Id.* ¶ 6.1.

34. Additionally, the BSA incorporates, and sellers therefore agree to be bound by, Amazon’s Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**. The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon Store:

- The sale of counterfeit products is strictly prohibited.
- You may not sell any products that are not legal for sale, such as products that have been illegally replicated, reproduced, or manufactured[.]
- You must provide records about the authenticity of your products if Amazon requests that documentation[.]

Failure to abide by this policy may result in loss of selling privileges, funds being withheld, destruction of inventory in our fulfillment centers, and other legal consequences.

*Id.*

35. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment to preventing the sale and distribution of counterfeit goods in the Amazon Store together with the consequences of selling inauthentic products:

- **Sell Only Authentic and Legal Products.** It is your responsibility to source, sell, and fulfill only authentic products that are legal for sale. Examples of prohibited products include:
  - Bootlegs, fakes, or pirated copies of products or content
  - Products that have been illegally replicated, reproduced, or manufactured
  - Products that infringe another party’s intellectual property rights
- **Maintain and Provide Inventory Records.** Amazon may request that you provide documentation (such as invoices) showing the authenticity of your products or your authorization to list them for sale. You may remove pricing

information from these documents, but providing documents that have been edited in any other way or that are misleading is a violation of this policy and will lead to enforcement against your account.

- Consequences of Selling Inauthentic Products. If you sell inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts), destroy any inauthentic products in our fulfillment centers at your expense, and/or withhold payments to you.
- Amazon Takes Action to Protect Customers and Rights Owners. Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
  - Remove suspect listings.
  - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- Reporting Inauthentic Products. We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

*Id.*

36. Additionally, under the BSA, sellers agree that the information and documentation they provide to Amazon in connection with their selling accounts—such as identification, contact, and banking information—will, at all times, be valid, truthful, accurate, and complete. Specifically, the BSA requires that:

- As part of the application process, you must provide us with your (or your business') legal name, address, phone number and e-mail address, as well as any other information we may request. Ex. B. ¶ 1.
- You will use only a name you are authorized to use in connection with a[ny Amazon] Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. *Id.* ¶ 2.
- Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the

country in which the business is registered and that you are registering for the Service(s) within such country; (b) it has all requisite right, power, and authority to enter this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to another party or its Affiliates is at all times accurate and complete[.] *Id.* ¶ 5.

37. When Defendants registered as third-party sellers in the Amazon Store, and established their Selling Accounts, they agreed not to advertise, market, offer, distribute, or sell counterfeit products, and agreed to provide Amazon with accurate and complete information and to ensure that information remained as such.

38. Defendants also agreed to reimburse Amazon for any amounts Amazon was forced to refund to customers who purchased products from Defendants. The BSA provides:

- You will defend, indemnify, and hold harmless Amazon ... against any ... loss, damage, settlement cost, expense, or other liability... arising from or related to ... Your Products, including the ... refund ... thereof[.] *Id.* § 6.1.
- If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, violations of law or other risks to Amazon or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Amazon or third parties persist. For any amounts that we determine you owe us, we may ... collect payment or reimbursement from you by any other lawful means. *Id.* § 2.

**D. Defendants' Sale of Counterfeit Stanley-Branded Products and Provision of False Information to Amazon.**

39. On information and belief, Defendants created Selling Accounts and advertised, marketed, offered, distributed, and sold counterfeit Stanley-branded products in the Amazon Store. The counterfeit Stanley-branded products sold by Defendants are identified and described in Schedule 1.

40. PMI has conducted multiple test purchases and/or reviewed images of Stanley-branded products sold by Defendants' Selling Accounts and determined that the products are counterfeit, that each bears counterfeit Stanley Trademarks, and that PMI has never authorized the sale of such products, as detailed in Schedule 1.

1           41. In addition, as further detailed in Schedule 1, Defendants submitted invoices to  
2 Amazon that Amazon subsequently determined to be false, which purported to show that their  
3 counterfeit products came from a supplier of authentic products.

4           **E. Defendants' Coordinated Sale of Counterfeit Stanley Products.**

5           42. On information and belief, Defendants operated in concert with one another in  
6 their advertising, marketing, offering, distributing, and selling of inauthentic Stanley-branded  
7 products. Defendants are associated through common internet protocol addresses used to access  
8 their Selling Accounts, and common names on credit cards provided to Amazon in connection  
9 with operating their Amazon Selling Accounts.

10           **F. Amazon Shut Down Defendants' Selling Accounts.**

11           43. By selling counterfeit and infringing Stanley-branded products, Defendants  
12 falsely represented to Amazon and its customers that the products Defendants sold were genuine  
13 products made by PMI. Defendants also knowingly and willfully used PMI's IP in connection  
14 with the advertising, marketing, offering, distributing, and selling of counterfeit and infringing  
15 Stanley-branded products.

16           44. At all times, Defendants knew they were prohibited from violating third-party IP  
17 rights or any applicable laws while selling products in the Amazon Store, from providing  
18 inaccurate information to Amazon and its customers, from misrepresenting the authenticity of  
19 the products sold, and from misleading Amazon and its customers through their sale of  
20 inauthentic Stanley-branded products. Defendants have breached the terms of their agreements  
21 with Amazon, deceived Amazon's customers and Amazon, infringed and misused the IP rights  
22 of PMI, harmed the integrity of and customer trust in the Amazon Store, and tarnished Amazon's  
23 and PMI's brands.

24           45. After Amazon verified Defendants' sale of counterfeit Stanley-branded products,  
25 it blocked the Selling Accounts. In doing so, Amazon exercised its rights under the BSA to  
26 protect its customers and the reputations of Amazon and PMI.

46. Pursuant to Amazon's A-to-z guarantee, Amazon also proactively issued full refunds to customers who purchased purported Stanley-branded products from Defendants. Defendants have not reimbursed Amazon.

## V. CLAIMS

### FIRST CLAIM

*(by PMI against all Defendants)*

#### **Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114**

47. Plaintiff PMI incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

48. Defendants' activities constitute counterfeiting and infringement of the Stanley Trademarks as described in the paragraphs above.

49. PMI owns the Stanley Trademarks, and Stanley-branded products are manufactured, produced, advertised, marketed, distributed and sold through its affiliates using the Stanley Trademarks. Those trademarks are used to distinguish its products from the products and related items of others in the same or related fields.

50. Because of PMI's long, continuous, and exclusive use of the Stanley Trademarks identified in this Complaint, the trademarks have come to mean, and are understood by customers and the public to signify, products from the Stanley brand.

51. Defendants unlawfully advertised, marketed, offered, distributed, and sold products bearing counterfeit and infringing versions of the Stanley Trademarks with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by PMI and likely caused such erroneous customer beliefs.

52. As a result of Defendants' wrongful conduct, PMI is entitled to recover its actual damages, Defendants' profits attributable to the infringement, treble damages, and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, PMI is entitled to statutory damages under 15 U.S.C. § 1117(c) for Defendants' use of counterfeit marks.

53. PMI is further entitled to injunctive relief, including an order impounding all counterfeit and infringing products and promotional materials in Defendants' possession. PMI has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) the Stanley Trademarks are unique and valuable properties that have no readily-determinable market value; (b) Defendants' counterfeiting and infringing activities constitute harm to PMI and PMI's reputation and goodwill such that PMI could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the counterfeit and infringing materials; and (d) the resulting harm to PMI, due to Defendants' wrongful conduct is likely to be continuing.

## **SECOND CLAIM**

*(by PMI and Amazon against all Defendants)*  
**False Designation of Origin – 15 U.S.C. § 1125(a)**

54. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

55. PMI owns the Stanley Trademarks, and Stanley-branded products are manufactured, produced, advertised, marketed, distributed and sold through its affiliates using the Stanley Trademarks. Those trademarks are used to distinguish its products from the products and related items of others in the same or related fields.

56. Because of PMI's long, continuous, and exclusive use of the Stanley Trademarks identified in this Complaint, the trademarks have come to mean, and are understood by customers, users, and the public, to signify products from PMI.

57. Amazon's reputation for trustworthiness is at the heart of its relationship with customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation because they undermine and jeopardize customer trust in the Amazon Store.

58. Defendants unlawfully advertised, marketed, offered, distributed, and sold products bearing counterfeit versions of the Stanley Trademarks with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and



1 authenticity. Upon information and belief, Defendants' wrongful conduct misleads and confuses  
2 customers and the public as to the origin and authenticity of the goods and services advertised,  
3 marketed, offered, distributed, or sold in connection with the Stanley Trademarks and wrongfully  
4 trades upon PMI's goodwill and business reputation.

5 59. Further, Defendants deceived Amazon and its customers about the authenticity of  
6 the products they were advertising, marketing, offering, distributing, and selling, in direct and  
7 willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants' deceptive  
8 acts were material to Amazon's decision to allow Defendants to sell their products in the  
9 Amazon Store because Amazon would not have allowed Defendants to do so but for their  
10 deceptive acts.

11 60. Defendants' misconduct has also caused Amazon to expend significant resources  
12 to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent  
13 Defendants from causing further harm to Amazon and its customers. Defendants' illegal acts  
14 have caused irreparable injury to Amazon and, on information and belief, that injury is ongoing  
15 at least to the extent that Defendants continue to establish selling accounts under different or  
16 false identities. An award of monetary damages alone cannot fully compensate Amazon for its  
17 injuries, and thus Amazon lacks an adequate remedy at law.

18 61. Defendants' conduct constitutes (a) false designation of origin, (b) false or  
19 misleading description, and (c) false or misleading representation that products originate from or  
20 are authorized by PMI, all in violation of 15 U.S.C. § 1125(a)(1)(A).

21 62. Plaintiffs are entitled to an injunction against Defendants, their officers, agents,  
22 servants, employees, and attorneys, and all other persons in active concert or participation with  
23 them, as set forth in the Prayer for Relief below, along with attorneys' fees and costs in  
24 investigating and bringing this lawsuit. Defendants' acts have caused irreparable injury to  
25 Plaintiffs. On information and belief, that injury is continuing. An award of monetary damages  
26 cannot fully compensate Plaintiffs for their injuries, and Plaintiffs lack an adequate remedy at  
27 law.



63. PMI is further entitled to recover Defendants' profits, PMI's damages for its losses, and PMI's costs to investigate and remediate Defendants' conduct and bring this action, in an amount to be determined. PMI is also entitled to the trebling of any damages award as allowed by law. Likewise, Amazon is also entitled to recover its damages arising from Defendants' sale of counterfeit products in the Amazon Store.

### **THIRD CLAIM**

*(by PMI and Amazon against all Defendants)*

#### **Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

64. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

65. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit PMI products constitute unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

66. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit PMI products harms the public interest by deceiving customers about the authenticity, origins, and sponsorship of the products.

67. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit PMI products directly and proximately causes harm to and tarnishes Plaintiffs' reputations and brands, and damages their business and property interests and rights.

68. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover from Defendants their attorneys' fees and costs. PMI further seeks to recover from Defendants its actual damages, trebled, and Amazon further seeks to recover from Defendants its actual damages, trebled, regarding Defendants' activities involving the sale of counterfeit products.

### **FOURTH CLAIM**

*(by Amazon.com Services LLC<sup>1</sup> against all Defendants)*

#### **Breach of Contract**

69. Plaintiff Amazon incorporates by reference the allegations of the preceding

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<sup>1</sup> For the Fourth Claim only, "Amazon" shall refer to Amazon.com Services LLC only.

1 paragraphs as though set forth herein.

2 70. Defendants established Amazon selling accounts and entered into Amazon's  
3 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also  
4 contractually agreed to be bound by the policies incorporated by reference into the BSA,  
5 including Amazon's Anti-Counterfeiting Policy and other policies as maintained on the Amazon  
6 seller website.

7 71. Amazon performed all obligations required of it under the terms of the contract  
8 with Defendants or was excused from doing so.

9 72. Defendants' sale and distribution of counterfeit Stanley-branded products  
10 materially breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among  
11 other things, Defendants' conduct constitutes infringement and misuse of the IP rights of PMI.

12 73. In furtherance of their sale and distribution of counterfeit PMI products, certain  
13 Defendants further breached the BSA and its incorporated policies by submitting falsified  
14 documents to Amazon in order to obtain approval to sell the products in the Amazon Store,  
15 and/or submitting falsified documents to Amazon after their Selling Accounts were suspended in  
16 an effort to have their Accounts reinstated.

17 74. Additionally, Defendants breached the BSA by failing to reimburse Amazon for  
18 the amounts it paid to refund customers who purchased counterfeit products from Defendants.

19 75. Defendants' breaches have caused significant harm to Amazon, and Amazon is  
20 entitled to damages in an amount to be determined.

## 21 **VI. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs respectfully pray for the following relief:

23 A. That the Court enter an order permanently enjoining Defendants, their officers,  
24 agents, servants, employees, and attorneys, and all others in active concert or participation with  
25 them, from:

26 (i) selling counterfeit or infringing products in Amazon's stores;  
27

- 1 (ii) selling counterfeit or infringing products to Amazon or any Amazon  
2 affiliate;
- 3 (iii) importing, manufacturing, producing, distributing, circulating, offering to  
4 sell, selling, promoting, or displaying any product using any simulation,  
5 reproduction, counterfeit, copy, or colorable imitation of PMI's brand or  
6 trademarks, or which otherwise infringes PMI's IP, in any store or in any  
7 medium; and
- 8 (iv) assisting, aiding, or abetting any other person or business entity in  
9 engaging in or performing any of the activities referred to in  
10 subparagraphs (i) through (iii) above;

11 B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

12 C. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and  
13 permitting destruction of all counterfeit and infringing products bearing the Stanley Trademarks  
14 or that otherwise infringe PMI's IP, and any related materials, including business records and  
15 materials used to reproduce any infringing products, in Defendants' possession or under their  
16 control;

17 D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and  
18 complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'  
19 unlawful activities;

20 E. That the Court enter an order requiring Defendants to pay all general, special, and  
21 actual damages which PMI has sustained, or will sustain as a consequence of Defendants'  
22 unlawful acts, plus Defendants' profits from the unlawful conduct described herein, together  
23 with its statutory damages, and that such damages be enhanced, doubled, or trebled as provided  
24 for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law, and that Amazon's  
25 damages, plus Defendants' profits, related to Defendants' activities involving the sale of  
26 counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW  
27 19.86.020, or otherwise allowed by law;

1 F. That the Court enter an order requiring Defendants to pay the maximum amount  
2 of prejudgment interest authorized by law;

3 G. That the Court enter an order requiring Defendants to pay the costs of this action  
4 and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by  
5 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

6 H. That the Court enter an order requiring that identified financial institutions  
7 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting  
8 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment  
9 in this case; and

10 I. That the Court grant Plaintiffs such other, further, and additional relief as the  
11 Court deems just and equitable.

12  
13 DATED this 2<sup>nd</sup> day of December, 2024.

14 DAVIS WRIGHT TREMAINE LLP  
15 *Attorneys for Plaintiffs*

16 *s/ Scott Commerson*

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**SCHEDULE 1****SELLING ACCOUNT 1:**

Selling Account Name: Quality Good Supply

Defendants in Control of Selling Account: Carter Golden and Carter Golden LLC

Dates of Known Sales of Infringing Products: December 23, 2023 – May 26, 2024

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
Stanley Quencher H2.0 FlowState Stainless Steel Vacuum Insulated Tumbler with Lid and Straw for Water, Iced Tea or Coffee, Smoothie and More, Black , 40 oz ASIN <sup>1</sup> : B0BQZBPY2L	<ul style="list-style-type: none"> <li>On or about January 26, 2024, Pacific Market International, LLC (“PMI”) conducted a test purchase of the listed product sold by the bad actor.</li> <li>PMI received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from PMI’s authentic product and packaging.</li> <li>Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on deviations from an authentic invoice.</li> </ul>

**SELLING ACCOUNT 2:**

Selling Account Name: Satisfying Shipping Products

Defendants in Control of Selling Account: John Fitzgerald Burns, Jr., and Burns Kicks LLC

Dates of Known Sales of Infringing Products: November 6, 2023 – March 25, 2024

<b>Purported Product</b>	<b>Confirmation of Counterfeit</b>
Stanley Quencher H2.0 FlowState Stainless Steel Vacuum Insulated Tumbler with Lid and Straw for Water, Iced Tea or Coffee, Smoothie and More, Cream , 40 oz ASIN: B0BQZBPS4G	<ul style="list-style-type: none"> <li>On or about February 2, 2024, PMI conducted a test purchase of the listed product sold by the bad actor.</li> <li>PMI received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from PMI’s authentic product and packaging.</li> <li>Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on deviations from an authentic invoice</li> </ul>

<sup>1</sup> “ASIN” is an abbreviation of “Amazon Standard Identification Number,” which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale in Amazon’s stores for identification purposes.